

Draft Environmental Assessment

Fairweather Fishing Access Site: Wildlife Enhancement Lease-Out



***Montana Fish,
Wildlife & Parks***

Draft Environmental Assessment MEPA, NEPA, MCA 23-1-110 CHECKLIST

PART I. PROPOSED ACTION DESCRIPTION

1. **Type of proposed state action:** Montana Fish, Wildlife and Parks (FWP) propose to renew an existing wildlife agricultural lease at Fairweather Fishing Access Site for 10 years.

2. **Agency authority for the proposed action:** The Department of Fish, Wildlife and Parks is the owner of the 719-acre Fairweather Fishing Access Site which was acquired under FWP's authority to acquire property for fish, wildlife and recreation pursuant to 87-1-209, Montana Code Annotated. The Department further has the authority "to enter into leases of land under its control in exchange for services to be provided by the lessee on the leased land" pursuant to 87-1-209 (7), MCA. Under FWP's Land Lease-Out Policy, the Department Director is the appropriate level of authority to provide approval for this lease-out renewal because the value of the lease-out is less than \$5,000 (see Appendix D).

3. **Anticipated Schedule:**

The lease shall renew upon execution of the lease renewal which, pending approval of the course of action outlined in this environmental assessment, is anticipated to be in May 2010, and the lease is proposed to extend through December 2019. As part of this lease, agricultural activity shall continue as it has during the previous 10-year lease arrangement.

Anticipated FWP Director Approval – May 2010

4. **Location affected by proposed action (county, range and township):** Gallatin County, Sections 1 and 12, Township 3 North, Range 2 East. This fishing access site is approximately 15 miles north of the town of Three Forks along the Missouri River.

5. **Project size -- estimate the number of acres that would be directly affected that are currently:**

	<u>Acres</u>		<u>Acres</u>
(a) Developed:		(d) Floodplain	___0
Residential	___0		
Industrial	___0	(e) Productive:	
(existing shop area)		Irrigated cropland	___0
(b) Open Space/	___0	Dry cropland	___133
Woodlands/Recreation		Forestry	___0
(c) Wetlands/Riparian	___0	Rangeland	___0
Areas		Other	___0

6. **Listing of any other Local, State or Federal agency that has overlapping or additional jurisdiction.** NONE

- (a) **Permits:** N/A – no permits required.
- (b) **Funding:** Agricultural Lease: \$2.399 (see Appendix D for calculation)
- (c) **Other Overlapping or Additional Jurisdictional Responsibilities:**
None

7. Narrative summary of the proposed action or project including the benefits and purpose of the proposed action:

The proposed action is to continue a 70%/30% sharecrop arrangement whereby the lessee is authorized to plant crops (wheat and barley) on FWP land and retain 70% of the production leaving 30% unharvested for the benefit of wildlife food and cover. The agricultural land amounts to approximately 133 acres of existing cropland. The benefits and purpose are especially for pheasant habitat, but other wildlife benefit as well. The increased pheasant population that is supported by this agricultural production directly contributes to hunter opportunity and hunter success in game bird hunting on the Fairweather FAS.

The area has been under lease since 2000, and the 133 acres of dryland agriculture have remained approximately the same from then until now. The area is expected to remain in this good condition through the end of this proposed lease, 2019.

8. Alternatives:

Alternative A: No Action

Under no action, the lease expires and FWP would lose the agricultural plots that provide food and shelter for pheasants and other wildlife. Discontinuation could also lead to spread of noxious weeds in these previously farmed areas as FWP does not have the staff resources to undertake or manage farming activity on this property.

Alternative B: Proposed Action –

FWP continues to the lease the Fairweather FAS under the crop-share arrangement allowing agricultural planting and share-crop harvesting for the benefit of pheasants and other wildlife, and for the benefit of hunting opportunity.

PART II. ENVIRONMENTAL REVIEW CHECKLIST

Evaluation of the impacts of the Proposed Action including secondary and cumulative impacts on the Physical and Human Environment.

A. PHYSICAL ENVIRONMENT

1. <u>LAND RESOURCES</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. **Soil instability or changes in geologic substructure?		x				
b. Disruption, displacement, erosion, compaction, moisture loss, or over-covering of soil, which would reduce productivity or fertility?		x				
c. **Destruction, covering or modification of any unique geologic or physical features?		x				
d. Changes in siltation, deposition or erosion patterns that may modify the channel of a river or stream or the bed or shore of a lake?		x				
e. Exposure of people or property to earthquakes, landslides, ground failure, or other natural hazard?		x				
f. Other:		x				

The proposed action would have minimal effects on the soil conditions since there has been agricultural activities at the location for the past 10 years.

2. <u>AIR</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. **Emission of air pollutants or deterioration of ambient air quality? (Also see 13 (c).)		x				
b. Creation of objectionable odors?		x				
c. Alteration of air movement, moisture, or temperature patterns or any change in climate, either locally or regionally?		x				
d. Adverse effects on vegetation, including crops, due to increased emissions of pollutants?		x				
e. ***For P-R/D-J projects, will the project result in any discharge, which will conflict with federal or state air quality regs? (Also see 2a.)		x				
f. Other:		x				

The proposed action would not change the ambient air quality at the FAS. Any dust generated from crop management activities would be short in duration and limited to the plot area.

3. <u>WATER</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. *Discharge into surface water or any alteration of surface water quality including but not limited to temperature, dissolved oxygen or turbidity?		x				
b. Changes in drainage patterns or the rate and amount of surface runoff?		x				
c. Alteration of the course or magnitude of floodwater or other flows?		x				
d. Changes in the amount of surface water in any water body or creation of a new water body?		x				
e. Exposure of people or property to water related hazards such as flooding?		x				
f. Changes in the quality of groundwater?		x				
g. Changes in the quantity of groundwater?		x				
h. Increase in risk of contamination of surface or groundwater?		x				
i. Effects on any existing water right or reservation?		x				
j. Effects on other water users as a result of any alteration in surface or groundwater quality?		x				
k. Effects on other users as a result of any alteration in surface or groundwater quantity?		x				
l. ****For P-R/D-J, will the project affect a designated floodplain? (Also see 3c.)		x				
m. ***For P-R/D-J, will the project result in any discharge that will affect federal or state water quality regulations? (Also see 3a.)		x				
n. Other:		x				

The proposed action would have no effects to the Missouri River since the crop area does not border the river and there is a moderate distance to each point so no runoff from the crop area would reach the river.

4. <u>VEGETATION</u> Will the proposed action result in?	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Changes in the diversity, productivity or abundance of plant species (including trees, shrubs, grass, crops, and aquatic plants)?		x				
b. Alteration of a plant community?		x				
c. Adverse effects on any unique, rare, threatened, or endangered species?		x				
d. Reduction in acreage or productivity of any agricultural land?		x				
e. Establishment or spread of noxious weeds?		x				
f. ****For P-R/D-J, will the project affect wetlands, or prime and unique farmland?		x				
g. Other:		x				

These agricultural lands represent no conversion, just a continuation with what is already present at the location. FWP would continue to control weeds at the FAS through the guidance of the 2008 Integrated Noxious Weed Management Plan.

** 5. <u>FISH/WILDLIFE</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Deterioration of critical fish or wildlife habitat?		x				
b. Changes in the diversity or abundance of game animals or bird species?			x			
c. Changes in the diversity or abundance of nongame species?		x				
d. Introduction of new species into an area?		x				
e. Creation of a barrier to the migration or movement of animals?		x				
f. Adverse effects on any unique, rare, threatened, or endangered species?		x				
g. Increase in conditions that stress wildlife populations or limit abundance (including harassment, legal or illegal harvest or other human activity)?		x				
h. ****For P-R/D-J, will the project be performed in any area in which T&E species are present, and will the project affect any T&E species or their habitat? (Also see 5f.)		x				
i. ***For P-R/D-J, will the project introduce or export any species not presently or historically occurring in the receiving location? (Also see 5d.)		x				
j. Other:		x				

There will be a slight increase in pheasants Hungarian partridge, turkey, mourning dove, and white-tailed deer use of the site.

B. HUMAN ENVIRONMENT

6. <u>NOISE/ELECTRICAL EFFECTS</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Increases in existing noise levels?		x				
b. Exposure of people to serve or nuisance noise levels?		x				
c. Creation of electrostatic or electromagnetic effects that could be detrimental to human health or property?		x				
d. Interference with radio or television reception and operation?		x				
e. Other:		x				

The proposed action would not affect existing noise levels at the FAS.

7. <u>LAND USE</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Alteration of or interference with the productivity or profitability of the existing land use of an area?		x				
b. Conflicted with a designated natural area or area of unusual scientific or educational importance?		x				
c. Conflict with any existing land use whose presence would constrain or potentially prohibit the proposed action?		x				
d. Adverse effects on or relocation of residences?		x				
e. Other:		x				

The proposed action would continue the agricultural use of this portion of the FAS and would not conflict with other uses of the FAS (i.e. fishing, picnicking, boating, and camping).

8. <u>RISK/HEALTH HAZARDS</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Risk of an explosion or release of hazardous substances (including, but not limited to oil, pesticides, chemicals, or radiation) in the event of an accident or other forms of disruption?		x				
b. Affect an existing emergency response or emergency evacuation plan, or create a need for a new plan?		x				
c. Creation of any human health hazard or potential hazard?		x				
d. ***For P-R/D-J, will any chemical toxicants be used? (Also see 8a)		x				
e. Other:		x				

The proposed action would not increase risks or health hazards at the FAS.

9. <u>COMMUNITY IMPACT</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Alteration of the location, distribution, density, or growth rate of the human population of an area?		x				
b. Alteration of the social structure of a community?		x				
c. Alteration of the level or distribution of employment or community or personal income?		x				
d. Changes in industrial or commercial activity?		x				
e. Increased traffic hazards or effects on existing transportation facilities or patterns of movement of people and goods?		x				
f. Other:		x				

The proposed action would no impact on community activities or change traffic patterns within the FAS.

10. <u>PUBLIC SERVICES/TAXES/UTILITIES</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Will the proposed action have an effect upon or result in a need for new or altered governmental services in any of the following areas: fire or police protection, schools, parks/recreational facilities, roads or other public maintenance, water supply, sewer or septic systems, solid waste disposal, health, or other governmental services? If any, specify:		x				
b. Will the proposed action have an effect upon the local or state tax base and revenues?		x				
c. Will the proposed action result in a need for new facilities or substantial alterations of any of the following utilities: electric power, natural gas, other fuel supply or distribution systems, or communications?		x				
d. Will the proposed action result in increased use of any energy source?		x				
e. **Define projected revenue sources		x				
f. **Define projected maintenance costs.		x				
g. Other:		x				

The proposed action would have no impact to public services to the FAS.

** 11. <u>AESTHETICS/RECREATION</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Alteration of any scenic vista or creation of an aesthetically offensive site or effect that is open to public view?		x				
b. Alteration of the aesthetic character of a community or neighborhood?		x				
c. **Alteration of the quality or quantity of recreational/tourism opportunities and settings? (Attach Tourism Report.)		x				
d. ***For P-R/D-J, will any designated or proposed wild or scenic rivers, trails or wilderness areas be impacted? (Also see 11a, 11c.)		x				
e. Other:		x				

Since the location of the proposed action has been used for the cultivation of crops for numerous years, the continuation of the agricultural lease would not alter any new areas within the FAS and not interfere with existing recreation activities at the FAS. Under the proposed action, no alteration of the current landscape would occur.

12. <u>CULTURAL/HISTORICAL RESOURCES</u>	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
Will the proposed action result in:						
a. **Destruction or alteration of any site, structure or object of prehistoric historic, or paleontological importance?		x				
b. Physical change that would affect unique cultural values?		x				
c. Effects on existing religious or sacred uses of a site or area?		x				
d. ****For P-R/D-J, will the project affect historic or cultural resources? Attach SHPO letter of clearance. (Also see 12.a.)		x				
e. Other:		x				

A State Historic Preservation Office file search request was requested. Results of that search found there are no known cultural or historic sites within Fairweather Fishing Access Site.

SIGNIFICANCE CRITERIA

13. <u>SUMMARY EVALUATION OF SIGNIFICANCE</u>	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
Will the proposed action, considered as a whole:						
a. Have impacts that are individually limited, but cumulatively considerable? (A project or program may result in impacts on two or more separate resources that create a significant effect when considered together or in total.)		x				
b. Involve potential risks or adverse effects, which are uncertain but extremely hazardous if they were to occur?		x				
c. Potentially conflict with the substantive requirements of any local, state, or federal law, regulation, standard or formal plan?		x				
d. Establish a precedent or likelihood that future actions with significant environmental impacts will be proposed?		x				
e. Generate substantial debate or controversy about the nature of the impacts that would be created?		x				
f. ***For P-R/D-J, is the project expected to have organized opposition or generate substantial public controversy? (Also see 13e.)		x				
g. ****For P-R/D-J, list any federal or state permits required.		x				

2. Evaluation and listing of mitigation, stipulation, or other control measures enforceable by the agency or another government agency:

The terms of the lease agreement will provide the control measure for both the lessee and FWP.

PART III. NARRATIVE EVALUATION AND COMMENT

The action proposed by this environmental assessment is the renewal of a successful agricultural lease that covers 133 acres of the 719-acre Fairweather Fishing Access Site. This lease, first entered into between FWP and the neighboring landowner in 2000, has improved upland game bird habitat, increased recreational hunting opportunity, and supported a neighboring agricultural operator. FWP has not determined any adverse impacts from the lease arrangement and proposes to continue it for another 10 years.

PART IV. PUBLIC PARTICIPATION

1. Describe the level of public involvement for this project if any, and, given the complexity and the seriousness of the environmental issues associated with the proposed action, is the level of public involvement appropriate under the circumstances?

The public will be notified in the following manners to comment on this current EA, the proposed action and alternatives:

- Two public notices in the Bozeman Chronicle and the Helena Independent Record.
- Public notice on the Fish, Wildlife & Parks web page: <http://fwp.mt.gov>.

Copies of this environmental assessment will be distributed to interested parties to ensure their knowledge of the proposed project.

This level of public notice and participation is appropriate for a project of this limited scope.

2. Duration of comment period, if any.

The public comment period will extend for (20) twenty days following the publication of the legal notice in area newspapers. Written comments will be accepted until 5:00 p.m., April 1, 2010 and can be mailed to the address below (Part V, 2)

PART V. EA PREPARATION

1. Based on the significance criteria evaluated in this EA, is an EIS required? (YES/NO)? NO

If an EIS is not required, explain why the EA is the appropriate level of analysis for this proposed action.

The proposed action will not have a significant adverse impact on the local environment as it simply continues an arrangement that has proven beneficial for wildlife habitat, sportsmen, and agriculture for the past 10 years.

2. Person responsible for preparing the EA:

Julie A. Cunningham
Bozeman Area Biologist
1400 S. 19th Avenue
Bozeman, MT 59718
(406) 994-6341
juliecunningham@mt.gov

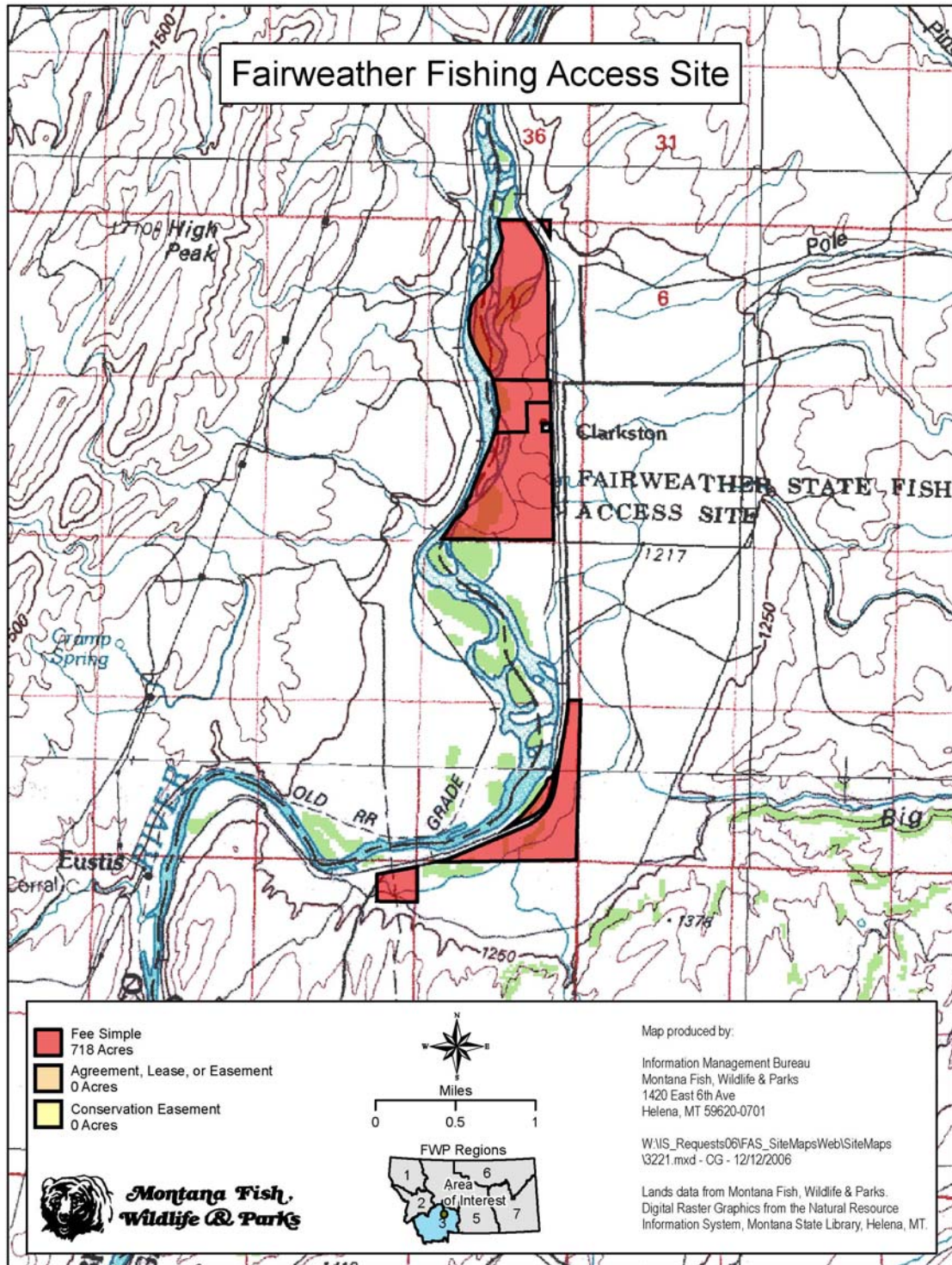
3. List of agencies consulted during preparation of the EA:

Montana Fish, Wildlife & Parks
Parks Division
Fisheries Division
Wildlife Division
Lands Bureau

APPENDICES

- A. Fairweather Fishing Access Site Map
- B. Fairweather lease agreement
- C. Calculation of the value of FWP share left standing for wildlife

Appendix A. Fairweather Fishing Access Site Map



Appendix B. Fairweather lease agreement

Designated Area: Fairweather Fishing Access Site

Agricultural Lease No. ____



**Montana Fish,
Wildlife & Parks**

THIS LEASE entered into this ____ day of _____, 2010, between the Montana Department of Fish, Wildlife and Parks, an agency of the State of Montana, whose main address is P.O. Box 200701, 1420 East 6th Avenue, Helena, Montana 59620-0701, hereafter referred to as the "Department" and Terry Wubben, whose address is 12902 Clarkston Road, Three Forks, MT 59752, hereafter referred to as the "Lessee".

STATEMENT OF BENEFIT TO VEGETATION & WILDLIFE: Enhance pheasant habitat on the Fairweather Fishing Access Site by establishing food plots adjacent to dense nesting cover and winter cover

The Department is the owner of or has under its control, certain real property located in Gallatin County, more particularly described in "Appendix A" attached hereto & incorporated herein.

The Department, in consideration of the payment of rentals specified in this lease and the mutual agreements contained in this lease, leases the property described above to the Lessee named above for agricultural purposes as herein established for the period beginning January 1, 2010, and ending December, 2019.

The Lessee, in consideration of the lease of the property described above and mutual agreements contained in this lease, hereby agrees to pay the rentals specified in this lease.

The parties to this lease mutually agree to the following terms and conditions:

1. **USE OF PREMISES.** The agricultural uses allowed under this lease are more specifically described in Appendix "C" attached.

2. **RENTAL.** The rental is \$ n/a each year.

____ Payment is to be in cash.

☒ Payment is to be in services to be rendered in the manner agreed upon and more fully set out in Paragraph 14.

ALL RENTALS, WHETHER CASH OR SERVICES, ARE DUE BY October 1 EACH YEAR FOR AGRICULTURAL USE CONDUCTED DURING THAT CALENDAR YEAR. FAILURE TO PAY THE AGREED UPON RENTAL OR TO PROVIDE THE SERVICES SET OUT IN PARAGRAPH 14 BY November 1 AUTOMATICALLY TERMINATES THIS LEASE. A NOTICE OF RENTAL DUE WILL BE SENT TO LESSEE AT THE ABOVE ADDRESS ONLY, UNLESS A CHANGE OF ADDRESS HAS BEEN PROVIDED IN WRITING TO THE DEPARTMENT'S LIAISON AS IDENTIFIED IN THIS LEASE.

The Department shall have a lien upon all improvements, whether movable or not, all crops growing and livestock grazed upon the land for any rentals due the Department.

3. **RENTAL ADJUSTMENTS.** The Department reserves the right to determine the types and amounts of agricultural production of the leased lands annually or from time to time as the Department in its discretion shall determine necessary and to increase or decrease such production. If the Department determines that the production of the leased lands should be increased or decreased, the Lessee agrees to pay an increased or decreased rental based upon the Department's determination.

4. **LESSEE AGREES TO:**

- a. Use the lands in a manner consistent with good, usual, reasonable and accepted farming practices, which will not cause streambank damage or other soil erosion, according to the usual and customary course of good farming practices.
 - b. Use the premises agricultural purposes only. Any other use of the premises by Lessee without prior written approval of the Department shall subject this lease to immediate cancellation.
 - c. Provide the Department with a written report on or before November 1 of each calendar year indicating the types of seed and processes used and yield or production rates for that year.
 - d. Take all reasonable precautions to prevent fires and take such actions as are within the means of the Lessee to suppress fires.
 - e. Use the land in such a manner as to control growth and spread of noxious weeds and to promote conservation of the leased lands.
 - f. Not commit waste or damage to leased lands or allow any to be done.
 - g. Comply with all applicable laws, rules and regulations in effect at the date of this lease, or which may, from time to time, be adopted.
 - h. Indemnify and hold harmless the Department, its officers, agents and employees against any claim of damage to person or property arising out of use of the leased lands, except for any such damage caused by the negligence or willful misconduct of the Department, its officers, agents or employees.
 - i. Immediately, upon termination or expiration of the term of this lease, peaceably surrender and deliver up the leased lands to the Department.
 - j. Not use the leased lands or this lease agreement as collateral for credit financing, or in any way, which would encumber the title to the property herein described. Failure to comply with this provision shall automatically terminate this lease and in no way shall it be construed as to cause the Department any financial obligation or responsibly.
 - k. Not disturb or remove any archaeological, historical, or other cultural features or any improvements, which may currently exist, or may be found to exist, on the premises.
5. **PUBLIC ACCESS.** All lands leased in this agreement shall remain open to the public for hunting, fishing and other recreational activities, subject to applicable Federal and State laws and regulations.
6. **HERBICIDES AND PESTICIDES.** Lessee agrees that any use of herbicides or pesticides on the leased lands will be in compliance with all provisions of Federal and State laws regulating such substances. Any application of such substances must be approved in advance, by the Department's liaison as identified in this lease.
7. **IMPROVEMENTS.** No improvements may be placed upon the premises without prior written approval of the Department.
8. **TERMINATION.** The Department reserves the power and authority, at its discretion, to terminate this lease prior to expiration upon 10 days written notice for violation for any of the terms of this lease by Lessee. The Department also reserves the power to cancel this lease for fraud or misrepresentations, or for concealment of facts relating to its issue, which if known would have prevented its issue in the form or to the party issued; for using the land for other purposes than those specifically authorized by the lease, for any unlawful or other misuse of the lands, and for any other cause which in the judgment of the Department makes the cancellation of the lease necessary in order to do justice to all parties concerned, and to protect the interest of the Department. Notice of termination shall be deemed given upon deposit in the United States mails, addressed to the Lessee at the address shown above, unless a change of address has been provided in writing to the Department's liaison. The Lessee shall, upon termination of this lease, promptly and peaceably surrender possession and occupancy of the leased lands, leaving them in as good a condition as existed at the beginning of the term of this lease. Upon such termination, all rights of the Lessee in and to the leased lands shall cease and the Lessee shall not be entitled to any refunds of rentals paid. Termination of the lease does not terminate the Lessee's liability for any accrued rents.
9. **SUBLEASING AND ASSIGNMENT.** Lessee shall not sublease or assign all or any part of the leased lands or assign this lease in whole or in part to any other person or entity. Such a sublease or assignment automatically terminates this lease.

10. **MODIFICATIONS.** This document constitutes the sole and entire agreement between the parties. No statements, promises or inducements made by either party which are not contained in this agreement are valid or binding unless evidenced in writing and signed by both parties; except that the provisions of Paragraph 3 may be implemented by written notice from the Department.
11. **SUCCESSORS IN INTEREST.** All terms, conditions and provisions of this lease shall be binding upon, inure to the benefit of, and be enforceable by and upon the successors in interest of the Department and the Lessee.
12. **VENUES AND APPLICABLE LAW.** Venue for any court action arising under this lease shall be in the First Judicial District in and for the County of Lewis and Clark, Montana and this lease shall be interpreted according to the laws of the State of Montana.
13. **DEPARTMENT LIAISON.** The Department designates Julie Cunningham, R3 Wildlife Biologist, Bozeman, as liaison under this lease. Lessee will make all official contacts with the Department through the liaison.
14. **SPECIAL CONDITIONS:**
Payment consists of Lessee's compliance with a 30/70 sharecrop arrangement, under which 30% of the crop must be left in the field unharvested on behalf of the Department for wildlife food and cover, and 70% of the crop may be harvested by Lessee. This lease covers the approximately 133 acres of existing agricultural crop land that comprises a portion of FWP land on the east side of the Missouri River between the river and the railroad tracks in Sections 1 and 12, T3N, R2E. The lease is limited to the cropped acreage that exists at the beginning of the term of this lease, and does not allow any additional land to be farmed or plowed on the FWP property, without express written permission from FWP.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE ON The DAY AND YEAR FIRST ABOVE WRITTEN.

Montana Fish, Wildlife & Parks

Lessee

Department Attorney
(As needed)

(GRAZLS Revised 2/2006)

BE SURE TO INCLUDE APPENDIX "A" (LEGAL DESCRIPTION OF LAND ACTUALLY LEASED-OUT) AND EXHIBIT "(n/a)" GRAZING
PLAN AS NEEDED.

Appendix C. Calculation of the value of FWP share left standing for wildlife

**CALCULATION OF VALUE OF FWP SHARE LEFT STANDING FOR
WILDLIFE ON THE FAIRWEATHER FISHING ACCESS SITE LEASE**

An Upland Game Bird Enhancement Project

The acreage currently being farmed is approximately 133 acres (as delineated in the 1990 NRCS Conservation Plan Map for this property). The FWP share is based on 30 percent of the crop on the 133 acres, and thus equals the equivalent of receiving the full crop for 39.9 acres.

Annual crop yield on the 500A soil type (which encompasses the fields in cultivation at Fairweather) is estimated at 30 to 35 bushels/acre (barley) This estimate is likely a little high due to the poor soils on this site (personal communication, Gordy Hill, NRCS, Bozeman, June 2000). For the calculations below, the mid-range of 32.5 bushels/acre will be used.

The current 2009 Crop Year Loan Rate for barley in Gallatin County is \$1.85/bushel.

Calculation of value 'paid' for the crop lease:

$$39.9 \text{ acres} \times 32.5 \text{ bushels/acre} \times \$1.85/\text{bushel} = \$2,399$$

The FWP Land Lease-Out Policy requires FWP Commission approval "for leases exceeding an annual payment of \$5,000 or more". This agricultural crop-share lease of the Fairweather FAS is below that level, so approval of this lease-out is appropriately at the level of FWP Director.